

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Giovanni Moss, Acting Director, Housing and Community Development (954) 797-1226

PREPARED BY: Giovanni Moss, Acting Director, Housing and Community Development

SUBJECT: Lease Agreement

AFFECTED DISTRICT: 3

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE TOWN AND FIREWALL MINISTRIES, INC. FOR THE USE OF THE ORANGE PARK COMMUNITY CENTER FACILITY LOCATED AT 841 SW 133 AVENUE FOR A TERM OF TWO (2)+ YEARS TO PROVIDE A FREE YOUTH PROGRAM FROM THE DATE OF THE LEASE AT A YEARLY RENTAL OF ONE DOLLAR (\$1.00) PER YEAR; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: The Orange Park Community Center located in one of the Town's CDBG Target Areas has been closed since August 2008 due to recent budget cuts. Firewall Ministries, Inc. a non-profit agency has been providing free services to educate youth through tutoring, leadership programs and other necessary activities. Due to the closure of the Palma Nova Mobile Home Park many of the program's participants are being forced to move to Mobile Home Parks in western Davie. Firewall Ministries would like to continue to provide the free services to these teens and other teens in the Orange Park Target Area. Firewall Ministries has requested the use of the Orange Park Community Center which is in close proximity to all the western mobile home parks. The Town's Housing and Community Development Department supports this request and believes it is a great opportunity to serve the areas at-risk teens. The lease will be for a term of two (2) years at a rental of one dollar (\$1.00) per year. As a part of the lease, Firewall Ministries is required to provide access to Memorial Healthcare Systems (MHS) to operate a summer program.

PREVIOUS ACTIONS: None

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Approve Lease

Attachment(s): Lease Agreement, Firewall Request Letter, Resolution

LEASE AGREEMENT

This AGREEMENT, made and entered into by and between FIREWALL MINISTRIES, INC. a not-for-profit body corporate existing under the laws of Florida, hereinafter referred to as "Tenant" and the TOWN OF DAVIE, a political subdivision of the State of Florida, hereinafter referred to as "TOWN".

W I T N E S S E T H

WHEREAS, Tenant is a faith-based organization that educates youth through free tutoring and leadership programs and any other activities deemed necessary; and

WHEREAS, Town desires to have a series of free programs to provide additional educational opportunities to enhance those taught in the public schools; and

WHEREAS, the Orange Park Community Center is available for use for the purpose of carrying on free education programs; and

WHEREAS, Town is agreeable to providing a physical plant (facility) for a nominal yearly rental; and

WHEREAS, Town and Tenant believe that such an arrangement will be beneficial to all parties and will fill a need in that community and that cooperation between the parties will result in great benefit to the residents of the Town of Davie;

NOW, THEREFORE, for and in consideration of the premises and the benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The Town does hereby lease to the FIREWALL MINISTRIES. INC. the facility known as the Orange Park Community Center located at 841 SW 133 Avenue, Davie, Florida 33325.
2. The term for which the Town leases said premises is two (2) years from the date of this lease, at a yearly rental of one dollar (1.00) per year payable to the Town on the yearly anniversary of the lease. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this lease may be shortened or extended, subject to the provisions of paragraph 5 hereinafter set forth.
3. The uses to which the Tenant shall put said facility shall be for the purpose of providing free tutoring and leadership programs and any other activities deemed necessary to the residents of the Town of Davie. The facility herein leased are to be used strictly for free tutoring and leadership program purposes and any other activities deemed necessary and no advertising or the renting of space shall be permitted unless specifically

approved by the Town, except that the Tenant shall provide access to Memorial Healthcare Systems (MHS) to operate a summer program. MHS shall be required to maintain and clean the facility during their hours of operation.

4. The use of the premises shall at all times be in full compliance with all applicable laws of the Town, State, County and United States. Any facilities placed on the premises without the prior written approval and consent of the Town shall immediately be removed or relocated within ten days of written demand by the Town.
5. The Town and Tenant mutually agree to provide 30 days written notice of cancellation or termination of this lease to the other party. Such notice shall be sent certified mail, return receipt requested to the Town at 4700 SW 64 Avenue, Suite D, Davie, Florida, 33314 and to the Tenant at 841 SW 133 Avenue, Davie, Florida 33325.
6. It shall be the responsibility of the Firewall Ministries Inc. for all interior building maintenance and custodial services. The Town will maintain the exterior of the building and lawn maintenance. In addition, the Town agrees to provide all utilities including electric, water, garbage, telephone and internet for the first year of the lease and second year will be the responsibility of Firewall Ministries Inc.
7. The entire area shall be under the control and jurisdiction of the Tenant.
8. Town retains the right to enter the Subject Property at any reasonable time to examine same, to do anything Tenant may be required to do hereunder, or pursuant to any and all other agreements, understandings or obligations Town may have, or which Town may deem necessary and appropriate for the good of the Subject Property.
9. Neither Tenant nor Town shall cause any liens, including contractor's liens, to be imposed upon the Subject Premises. If any liens are placed against the Subject Premises, either Town or Tenant, whichever is responsible, or both if both are so responsible, shall have said liens. In the event that the lien or liens are not removed within said ten (10) day period, either Tenant or Town may, at its respective sole and exclusive option, deem that this Lease Agreement has been terminated, and giving written notice of its intent to so terminate this Lease Agreement to the other party hereto.
10. The Tenant agrees to relieve the Town from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the negligence of the Tenant in failing to supply proper supervision of the areas herein leased while so used by the Tenant, and the

Tenant further agrees to have issued a liability insurance policy naming the Town as one of the insured with coverage at no less than \$1,000,000 per person together with property damage coverage.

11. This Lease Agreement shall not be assigned by Tenant. Any attempt by Tenant to assign or sublet any interest in the Subject Premises, shall result in the automatic termination of this Lease Agreement.
12. This Lease Agreement shall not be recorded among the Public Records of Broward County, Florida. In the event that it is recorded among the Public Records of Broward County by the Tenant or any of its agents, then the Lease Agreement shall be deemed terminated.
13. In the event that litigation arises out of or under the terms of this Lease Agreement, the prevailing party shall be entitled to collect from the non prevailing party all costs incurred and reasonable attorneys' fees, whether same are incurred and reasonable attorneys' fees, whether same are incurred before trial, at trial or on appeal.
14. This Lease Agreement shall terminate in the event that Tenant ceases to exist as a corporate entity or ceases to actively operate programs in keeping with the purposes and intent of the creation of Tenant.
15. Firewall Ministries, Inc. shall not exclude or deny any person, on the ground of race, gender, color, creed, religion or national origin, from participation in the benefits of such programs, or be otherwise subjected to discrimination under any program or activity for which Firewall Ministries, Inc. utilizes the Orange Park Community Center Facility.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by the proper officials and their corporate seals this day of , 2009

Signed, sealed and delivered
In the presence of:

FIREWALL MINISTRIES, INC.

Witness

By: _____
Executive Director

STATE OF FLORIDA)
) SS.

The foregoing instrument was acknowledged before me this day of _____, 2009 by _____ as _____ of the Firewall Ministries, Inc. He or she is personally known to me or has produced _____ as identification and who did take an oath.

My Commission expires:

Attest

By: _____
Mayor or Designee

STATE OF FLORIDA)
)SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this
day of , 2009 by as of the
Town of Davie. He or she is personally known to me or has produced
as identification and who did take an oath.

Notary Public, State of Florida
Commission No. _____

My Commission expires:

November 20, 2008

**To: Shirley Taylor-Prakelt,
From: Andy Fernandez
Re: Orange Park Recreational Center**

Dear Shirley,

Firewall Ministries is faith-based organization that educates youth through tutoring, ministry and leadership programs. This mission led us to develop a youth centered social service program within the Palma Nova Mobile Home Park in Davie where we are currently serving more than 80 youth weekly. Unfortunately, the Palma Nova Park is scheduled to close on February 28 and though we will be able to remain and serve the youth of the surrounding communities, many of our youth are moving to the Orange Park area. Over 25 students have moved already and we wish to expand our services to this area in order to ease their transition while also offering our services to the many youth living in and around the Orange Park Community.

Time is of the essence for this transition. We need to begin in January as that is the time when many will be settling in to their new neighborhoods and new schools. During this difficult time we may be the only stabilizing force in their lives. Our program requires the full use of the Town of Davie facility at Orange Park. As per our previous conversations with city officials, Firewall Ministries will lease the building for the agreed upon rate of one dollar per year. The Town will be responsible for all building maintenance and custodial services. The Town will also provide all utilities including electrical, water, garbage, phone and internet. Firewall Ministries' commitment will be to provide a well structured and battle-tested after-school tutoring and leadership program free to the residents of Orange Park. One of our key goals for this community is to develop indigenous leadership as we have throughout our Palma Nova program.

Firewall Ministries has as its ultimate goal to build effective youth leaders that can then through outreach and revitalization programs touch their communities in significant ways. Our programs reach out to all the residents of the community that we serve by first developing personal relationships and trust with middle and high school youth and their families. This is most effectively carried out by offering a free after school tutoring and homework help program. This program includes strong behavioral and academic reward systems that serve to achieve maximum participation and substantial academic improvement. Our success in this endeavor is greatly aided by excellent relationships with teachers and parents as evidenced by our being chosen ***Mentors of the Year*** at New River Middle School in 2007. Firewall Ministries has documented impressive advances in a variety of measured student outcomes including G.P.A., F.C.A.T. scores, attendance, and behavior.

Firewall Ministries also offers a weekly youth meeting that instills positive character traits and behaviors in these at-risk teens. This is accomplished through a dynamic presentation that includes music, video, situational dramas, life application object lessons, and team building activities. This component of our program is enhanced by our relationship with the A.D. Henderson Foundation. They have generously provided a grant that will allow 50+ youth in our tutoring programs to participate in a Multimedia/Arts Program that will serve to expose them to professional filming, editing, and drama production. Thus the youth are not only learning, but taking an active role in leading the meetings. This serves to increase their ownership of the program while also lifting their self-esteem and encouraging their development of interpersonal skills.

Firewall Ministries is prepared to partner with the Town and any other agency that can contribute to the services we provide. However, we realize that in order to be effective in meeting the needs of the at-risk youth that we are targeting it is essential that our program be consistent in its strategy and execution. This includes creating a culture where the youth take an active role in developing their academic and leadership skills. Thus Firewall Ministries must have complete control in evaluating and accepting agency partnerships based on how the partnership will affect the overall effectiveness of our program and provide for the long-term welfare of the youth and families we serve.

Our approach has been incredibly effective as can be evidenced by the fact that the proposed Firewall staff at Orange Park will include two to three youth that have already or are now completing our program. By offering a positive environment and activities to the youth of our community we reduce crime and delinquency creating a more positive image within the town of Davie. The success of the Firewall academic tutoring and youth leadership programs has resulted in several partnerships that will enable Firewall to open additional centers in Boca Raton and Pompano Beach prior to August 2009 while maintaining the programs in Palma Nova and Orange Park.

Firewall Ministries has developed an excellent rapport and reputation with Davie residents, school officials, community leaders, civic organizations and local businesses over the past five years. Our agency is viewed as a consistent, reliable presence allowing us to fulfill our core mission of helping "at-risk" youth. We are an organization committed to excellence, with a clear vision and a passion for delivering outstanding results. In partnership with the Town of Davie we will continue to provide hope and meet urgent needs within this underserved community.

Sincerely,

Andy Fernandez
Executive Director

RESOLUTION_____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE TOWN OF DAVIE AND FIREWALL MINITRIES, INC. FOR THE LEASE OF THE ORANGE PARK COMMUNITY CENTER FACILITY LOCATED AT 841 SW 133 AVENUE FOR A TERM OF TWO (2)+ YEARS FROM THE DATE OF THE LEASE AT A YEARLY RENTAL OF ONE DOLLAR (\$1.00) PER YEAR.

WHEREAS, the Town of Davie owns the Orange Park Community Center facility located at 841 SW 133 Avenue, Davie, Florida 33325; and

WHEREAS, the Orange Park Community Center facility is currently vacant and unused; and

WHEREAS, Firewall Ministries, Inc. educates youth through free tutoring, leadership programs and other necessary activities which would be of benefit to the youth of the Orange Park Target Area; and

WHEREAS, Firewall Ministries, Inc, desires to lease the Orange Park Community Center facility for a two (2) year term beginning on the date the lease is executed at a rental of one dollar (1.00) per year; and

WHEREAS, the Town has determined that it is in the best interest of the Town and Orange Park Community to have the Orange Park Community Center facility utilized and occupied; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor or his designee is hereby authorized to execute the lease agreement between the Town and Firewall Ministries, Inc. for the lease of the Orange Park Community Center facility for a two (2) year term at a rent of one dollar (\$1.00) per year.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ 2009.